

☐ IDAPA RULE ☐ IDAPA FEE ☒ BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Park and Recreation Quarterly Meeting
February 23, 2022
IDPR Headquarters
5657 Warm Springs Ave.
Boise, ID 83716

AGENDA ITEM: Youth Conservation Agreements

ACTION REQUIRED: Board Action Required

PRESENTER: Tom Helmer
Non-Motorized Trails Program Manager

PRESENTATION

BACKGROUND INFORMATION:

In Spring 2021, the Idaho State Legislature appropriated an additional \$3 million in one time capital funding for various statewide projects. One of those projects was to improve the Idaho Centennial Trail by providing updated signage and improved trail access. The project is expected to be ongoing through summer/fall 2023.

Historically, IDPR has entered into agreements with Youth Conservation Corp groups for various work throughout the State, with the most recent agreement executed in June 2019. Idaho Code 67-4219 allows the department to enter into agreements with non-profit organizations to “further expand the public park and recreation opportunities available to the public.” Furthermore, Idaho Code 67-4223 authorizes the Board to make expenditures for the care, control, supervision, improvement and maintenance of all lands under the control of the department, including to “establish, develop, supervise and maintain through [agreements] the Idaho recreational trail system...”

IDPR staff has been working with 3 different 501(c)3 organizations to promote natural resource training, education, community service, and, to assist IDPR’s efforts on the Centennial Trail project. Work plans are currently being developed between the Recreation Bureau and the organizations. It is the intent of staff to have the agreements signed by the groups prior to the Board meeting. These agreements will be in effect for 5 years after they are signed.

STAFF RECOMMENDATIONS:

Staff recommends the Board authorize the Chairman to execute the agreements with; Youth Employment Program (YEP), Northwest Youth Corp (NYC) and Student Conservation Association (SCA).

Youth Employment Program, Inc.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE IDAHO DEPARTMENT OF PARKS AND RECREATION
AND
YOUTH EMPLOYMENT PROGRAM, INC.
21-003-OPS-MOA-2026**

This MEMORANDUM OF AGREEMENT ("MOA") is made and entered into on the date last signed, below, by and between the Idaho Department of Parks and Recreation, whose address is 5657 Warm Springs Ave, Boise Idaho, 83716 ("DEPARTMENT"), , and the Youth Employment Program, Inc., an Idaho Non-Profit Corporation, duly organized under the laws of the State of Idaho, whose address is 601 Lena St, Salmon, Idaho 83467-4206 ("ORGANIZATION"). The DEPARTMENT and the ORGANIZATION are collectively referred to herein as the "parties" and individually as a "party".

1. RECITALS.

Whereas, it is the stated mission of the DEPARTMENT to "improve the quality of life in Idaho through outdoor recreation and resource stewardship."

Whereas, the stated purpose of the ORGANIZATION is to engage in activities to promote and develop youth employment, work ethic, job skills, values, self-esteem, life skills and career development among the participants and to conserve the youth through educational, meaningful and purposeful employment.

Whereas, the parties intend to facilitate and document their arrangement by which the DEPARTMENT and the ORGANIZATION shall work together to provide limited-duration work and job training opportunities for individuals between the ages of 16 and 25.

Whereas, the parties intend to assist the development of program participants by providing: valuable work experience, life skills, education, and training; the opportunity to develop citizenship values and skills through community service; an introduction to natural resources conservation work and the outdoor life; and assistance to conserve and develop the natural resources and land under the care and management of the DEPARTMENT.

Now, therefore, in consideration of the mutual covenants and promises set forth herein, it is agreed by and between the parties hereto, as follows:

The above-stated Recitals are intended to be contractual in nature and not mere recitals.

2. AUTHORITY; PURPOSE OF PROJECTS.

1. The DEPARTMENT'S legal authority to enter into this MOA includes Idaho Code § 67-4219, which authorizes it to enter into agreements with nonprofit organizations to "further expand the public park and recreation opportunities available to the public."
2. Idaho Code § 67-4223 authorizes the Idaho Park and Recreation Board to make expenditures for the care, control, supervision, improvement, and maintenance of all lands under the control of the DEPARTMENT.
3. The parties will collaborate to identify various recreation and natural resource management projects, giving preference to projects that meet the following criteria:

- a) Provide long-term benefits to the public;
 - b) Instill in program participants a work ethic and a sense of public service;
 - c) Can be planned and safely initiated promptly; and
 - d) Provide program participants with academic, experiential, or educational opportunities.
4. Each and every project shall be of a nature that will further the protection, operation, and maintenance of DEPARTMENT resources and facilities, and assist in training, developing, and educating program participants in the principles and practices of recreation, resource management, and conservation.

3. ORGANIZATION RESPONSIBILITIES.

The ORGANIZATION does agree to abide by the terms of this MOA and the terms of each approved Task Agreement, the template for which incorporated into this MOA, by reference, as Exhibit A. The ORGANIZATION also agrees that it will do the following:

1. Submit to the DEPARTMENT, by May 1st of each year during the duration of this MOA, a complete and correct Financial Statement that establishes a fixed amount for each budget line item referenced in Section 4 Financial Plan of Exhibit A, and describes the calculation method(s) utilized.
2. Collaborate with the designated contact for the DEPARTMENT to complete and submit Task Agreements for individual placements or crew based requests for approval by the DEPARTMENT.
 - a) Only Task Agreements approved in writing by the DEPARTMENT will be used and completed by the ORGANIZATION.
 - b) Each Task Agreement must designate an Administrative Contact for each party. The designated Administrative Contact will be responsible for administering each such Task Agreement.
3. Determine, in consultation with the DEPARTMENT, the dates, scale, scope, and organization of manpower required to complete the activities described in approved Task Agreements. Examples may include – “eight (8) person crew,” or “Individual Placement.”
4. Collaborate with the DEPARTMENT in determining service assignments and formulating position descriptions for youth and young adult participants.
5. Prescreen and only approve, for submission and final approval by the DEPARTMENT, applicants for individual placement who have been evaluated and are qualified and determined suitable for the particular individual placement being considered.
6. Prescreen and only approve applicants for crew based assignments that are suitable and eligible for the particular service project being considered.
7. Assign a program coordinator to monitor and evaluate each individual placement’s performance. Provide a crew leader(s) and program supervisor for crew based assignments.
8. Communicate and consult with the DEPARTMENT as needed to facilitate the successful operation of approved Task Agreements.

9. Inform all participants that they are subject to the rules, policies, and procedures of the DEPARTMENT and employee standards of conduct of the State of Idaho.
10. Respond within five (5) business days to any personnel issues concerning the performance of participants.
11. Provide all payroll and accounting services required for the ORGANIZATION'S participants and staff.
12. Ensure that all participants, at all times, conduct themselves with professional behavior, including but not limited to completing an appropriate quality and quantity of work, punctuality, attendance, positive attitude, appropriate dress, respect toward themselves and other participants.
13. Immediately report serious personnel, safety, or other problems regarding performance of approved Task Agreements to the DEPARTMENT'S Administrative Contact.
14. The ORGANIZATION shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the MOA and any Task Agreement whether such operations be by themselves or by anyone directly or indirectly employed by either of them.
 - a) The ORGANIZATION shall not begin work under this MOA until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the DEPARTMENT. All insurance policies and certificates must be signed copies. After work begins, the ORGANIZATION will keep in force all required insurance through the duration of this MOA and any Task Agreement.
 - b) Commercial General and Umbrella Liability Insurance: The ORGANIZATION shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.
 - c) CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - d) Commercial Automobile and Commercial Umbrella Liability Insurance: The ORGANIZATION shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - e) Workers Compensation Insurance and Employer's Liability: The ORGANIZATION shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.

- f) The ORGANIZATION must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- g) State of Idaho as Additional Insured: The liability insurance coverage required for performance of this MOA and every Task Agreement shall include the state of Idaho, the Idaho Department of Parks and Recreation, the Idaho Park and Recreation Board, and their divisions, officers and employees as additional insured, but only with respect to the ORGANIZATION'S activities to be performed under this MOA and any Task Agreement.
- h) The ORGANIZATION must provide proof of additional insureds by providing endorsements to the liability insurance policies showing the state of Idaho, the Idaho Department of Parks and Recreation, the Idaho Park and Recreation Board, and their divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.
- i) Notice of Cancellation or Change: The ORGANIZATION shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the DEPARTMENT.
- j) The ORGANIZATION shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the state of Idaho, the Idaho Department of Parks and Recreation, the Idaho Park and Recreation Board, and their divisions, officers and employees.
- k) Acceptable Insurers and Deductibles: Insurance coverage required under this MOA shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The ORGANIZATION shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the state of Idaho on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability
- l) Waiver of Subrogation: All policies shall contain waivers of subrogation. The ORGANIZATION waives all rights against the state of Idaho the Idaho Department of Parks and Recreation, the Idaho Park and Recreation Board, and their divisions, officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the State.
- m) If any of the liability insurance required for this MOA is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this MOA for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this MOA, or twenty-four-months "prior acts" coverage is provided. The ORGANIZATION will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.
- n) By requiring insurance herein, the DEPARTMENT does not represent that coverage and limits will necessarily be adequate to protect the contractor, and such coverage and limits shall not be deemed as a limitation on the contractor's liability under the indemnities granted to the DEPARTMENT.

15. The ORGANIZATION shall indemnify, defend and save harmless the State, the DEPARTMENT, the Idaho Park and Recreation Board, and their officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever caused by or arising out of the ORGANIZATION's negligent or wrongful performance, acts or omissions under this MOA or any Task Agreement, or the ORGANIZATION's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

4. DEPARTMENT RESPONSIBILITIES.

The DEPARTMENT does agree to abide by the terms of this MOA and the terms of each approved Task Agreement.

Upon the parties' agreement of scope of work for each project, the DEPARTMENT will initiate, review and approve, if appropriate, a Task Agreement. A Task Agreement must be completed and submitted to the ORGANIZATION's Program Contact at least five (5) business days prior to the commencement of work under that Task Agreement. For each approved Task Agreement, the DEPARTMENT will do the following:

1. Assume joint responsibility for coordination of crew based project work.
2. Assume primary responsibility for the supervision of individual placements at the work site.
3. Accept crew and qualified individual placements without discrimination based on race, color, gender, sexual orientation, national origin, religion, age, or disability.
4. Collaborate with the ORGANIZATION to develop individual placement and crew based position descriptions that outline major duties and responsibilities for participants, for incorporation into the Task Agreement. The DEPARTMENT reserves the right to modify the planned tasks during the execution of the Task Agreement, as may be determined in the DEPARTMENT's sole discretion to be required by changes in circumstances.
5. Orientate all participants to the DEPARTMENT's mission, policies, and procedures related to their service.
6. Take all reasonable and necessary precautions to provide safety for participants including notification concerning any dangerous conditions or hazards to which he/she may become exposed; provided, that such measures shall not be construed to relieve the ORGANIZATION of its obligation to ensure a safe work environment for program participants.
7. Conduct appraisals of crew performance and individual placements. Complete all related forms and share progress reports with the DEPARTMENT's and the ORGANIZATION's representatives.
8. Should the DEPARTMENT become dissatisfied with the performance of a crew or an individual placement, it reserves the right to require intervention or removal by the ORGANIZATION. This should occur only after the DEPARTMENT's and the ORGANIZATION's Program Contacts have been notified and a mutually satisfactory resolution cannot be obtained.

5. LIMITATIONS; DISPUTE RESOLUTION.

1. No work shall be completed, and no bill shall be submitted to the DEPARTMENT for payment, except pursuant to a Task Agreement executed by both parties.

2. The Program Contacts identified herein will make good faith efforts to resolve, informally, any disputes relating to either party's performance of the terms of this MOA. In the event the Program Contacts are unable to resolve a dispute, the issue may be elevated to the director of the DEPARTMENT and officers of the ORGANIZATION for resolution.

6. OFFICIALS, AGENTS, AND EMPLOYEES OF THE DEPARTMENT NOT PERSONALLY LIABLE.

It is agreed by and between the parties that in no event will any official, officer, employee, or agent of the DEPARTMENT or the state of Idaho be in any way personally liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation, or warranty made in or in connection with this MOA.

7. SUFFICIENT APPROPRIATION.

It is understood and agreed that this MOA shall in no way be construed so as to bind or obligate the DEPARTMENT beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The DEPARTMENT reserves the right to terminate this MOA if, in its sole judgment, the legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds to carry out the terms of this MOA or if the executive branch of the state of Idaho mandates any cuts or holdbacks that will prevent performance of the terms set forth herein. The DEPARTMENT shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after written notice to the ORGANIZATION of termination due to insufficient appropriation. Further, in the event of insufficient appropriation, the DEPARTMENT shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

8. PROGRAM CONTACTS.

1. The program contact for the DEPARTMENT shall be:

Name: Troy Elmore, Operations Administrator
Address: 5657 Warm Springs Ave
Address: Boise, Idaho 83716
Phone: 208-514-2450
Fax: 208-334-5232
Email: troy.elmore@idpr.idaho.gov

2. The Program Contact for the ORGANIZATION shall be:

Name: Steve Adams, Executive Director
Address: 601 Lena St
Address: Salmon, Idaho 83467
Phone: 208-756-8100
Email: sadams@youthemploymentprogram.org

3. Each party may identify a new Program Contact by providing written notice to the other party.

9. ENTIRE AGREEMENT.

This MOA sets forth the entire agreement between the parties related to the subject matter of the MOA. No amendment or modification of this MOA shall be effective unless set forth in writing. In the event any term of an approved Task Agreement is found to be inconsistent with this MOA, this MOA will control.

10. MISCELLANEOUS TERMS AND CONDITIONS.

1. This MOA and subsequent individual Task Agreement must be completed and fully signed before any participants may begin their service.
2. Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees in the execution of this MOA to the full extent required by law.
3. This MOA shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this MOA.
4. The ORGANIZATION's status under this MOA shall be that of an independent contractor and not that of an agent or employee of the State of Idaho or the DEPARTMENT.
5. The ORGANIZATION shall be responsible for paying all employment-related taxes and benefits for all program participants, including but not limited to federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. The ORGANIZATION shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the ORGANIZATION's failure to pay such taxes, fees or contributions.
6. Pursuant to Idaho Code §§ 74-101 *et seq.*, information or documents received from the ORGANIZATION may be open to public inspection and copying unless specifically exempt from disclosure. The ORGANIZATION shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The DEPARTMENT will not accept the marking of an entire document as exempt. In addition, the DEPARTMENT will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The ORGANIZATION shall indemnify and defend the DEPARTMENT against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring any designation by the ORGANIZATION, or for the ORGANIZATION'S failure to designate individual documents as exempt. The ORGANIZATION'S failure to designate as exempt any document or portion of a document that is released by the DEPARTMENT shall constitute a complete waiver of any and all claims for damages caused by any such release.
7. This MOA may be revised as necessary, by mutual consent of both parties by issuing a formal written amendment, signed and dated by their authorized representatives.
8. It is specifically understood and agreed that the participants authorized by this MOA are not employees of the DEPARTMENT. They are also not substitutes taking the place of regular full or part time employees of the DEPARTMENT.
9. This MOA will remain in effect for five (5) years from the signature date below and will have one (1) five (5) year renewal option that must be accepted by the parties in writing.
10. Either party may terminate this MOA by providing at least ninety (90) days written notice to the other party.
11. The ORGANIZATION will bill the DEPARTMENT on a monthly basis, pursuant to approved Task Agreements.

12. All tools, equipment, and facilities furnished by the DEPARTMENT will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. The ORGANIZATION will replace any lost or damaged tools or equipment, at its own expense.
13. The ORGANIZATION is not an agent or representative of the DEPARTMENT, nor will the ORGANIZATION represent its self as such to third parties. DEPARTMENT employees are not agents of the ORGANIZATION and will not act on behalf of the ORGANIZATION.
14. This MOA in no way restricts the ORGANIZATION or DEPARTMENT from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
15. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this MOA shall survive and be enforceable after the expiration or termination of this MOA. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this MOA, shall survive expiration or termination of this MOA.
16. If any provision of this MOA or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this MOA shall be valid and be enforced to the fullest extent permitted by law.
17. The captions, headings, article numbers and paragraph numbers appearing in this MOA are provided only as a matter of convenience and in no way shall be construed as defining, affecting or limiting the scope or intent of the provision of this MOA.

11. APPROVALS.

IN WITNESS WHEREOF, the parties hereto, by their respective officers, duly authorized, have executed this MOA as of the day and year last written, below.

<u>IDAHO DEPT. OF PARKS & RECREATION</u>	<u>YOUTH EMPLOYMENT PROGRAM, INC.</u>
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

Northwest Youth Corps

**MEMORANDUM OF AGREEMENT
BETWEEN
THE IDAHO DEPARTMENT OF PARKS AND RECREATION
AND
NORTHWEST YOUTH CORPS
21-001-OPS-MOA-2026**

This MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into on the date last signed, below, by and between the Idaho Department of Parks and Recreation, whose address is 5657 Warm Springs Ave, Boise Idaho, 83716 (“DEPARTMENT”), and the Northwest Youth Corps , an Idaho registered Non-Profit Corporation (dba Idaho Conservation Corps), duly organized under the laws of the State of Idaho, whose address is 6051 W Corporal Ln, Boise Idaho 83704 (“ORGANIZATION”). The DEPARTMENT and the ORGANIZATION are collectively referred to herein as the “parties” and individually as a “party”.

1. RECITALS.

Whereas, it is the stated mission of the DEPARTMENT to “improve the quality of life in Idaho through outdoor recreation and resource stewardship.”

Whereas, the stated purpose of the ORGANIZATION is to offer a challenging education and job-training experience that helps youth and young adults from diverse backgrounds develop the skills they need to lead full and productive lives.

Whereas, the parties intend to facilitate and document their arrangement by which the DEPARTMENT and the ORGANIZATION shall work together to provide limited-duration work and job training opportunities for individuals between the ages of 16 and 25.

Whereas, the parties intend to assist the development of program participants by providing: valuable work experience, life skills, education, and training; the opportunity to develop citizenship values and skills through community service; an introduction to natural resources conservation work and the outdoor life; and assistance to conserve and develop the natural resources and land under the care and management of the DEPARTMENT.

Now, therefore, in consideration of the mutual covenants and promises set forth herein, it is agreed by and between the parties hereto, as follows:

The above-stated Recitals are intended to be contractual in nature and not mere recitals.

2. AUTHORITY; PURPOSE OF PROJECTS.

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2. Idaho Code § 67-4223 authorizes the Idaho Park and Recreation Board to make expenditures for the care, control, supervision, improvement, and maintenance of all lands under the control of the DEPARTMENT.
3. The parties will collaborate to identify various recreation and natural resource management projects, giving preference to projects that meet the following criteria:

- a) Provide long-term benefits to the public;
 - b) Instill in program participants a work ethic and a sense of public service;
 - c) Can be planned and safely initiated promptly; and
 - d) Provide program participants with academic, experiential, or educational opportunities.
4. Each and every project shall be of a nature that will further the protection, operation, and maintenance of DEPARTMENT resources and facilities, and assist in training, developing, and educating program participants in the principles and practices of recreation, resource management, and conservation.

3. ORGANIZATION RESPONSIBILITIES.

The ORGANIZATION does agree to abide by the terms of this MOA and the terms of each approved Task Agreement, the template for which incorporated into this MOA, by reference, as Exhibit A. The ORGANIZATION also agrees that it will do the following:

- 1. Submit to the DEPARTMENT, by May 1st of each year during the duration of this MOA, a complete and correct Financial Statement that establishes a fixed amount for each budget line item referenced in Section 4 Financial Plan of Exhibit A, and describes the calculation method(s) utilized.
- 2. Collaborate with the designated contact for the DEPARTMENT to complete and submit Task Agreements for individual placements or crew based requests for approval by the DEPARTMENT.
 - a) Only Task Agreements approved in writing by the DEPARTMENT will be used and completed by the ORGANIZATION.
 - b) Each Task Agreement must designate an Administrative Contact for each party. The designated Administrative Contact will be responsible for administering each such Task Agreement.
- 3. Determine, in consultation with the DEPARTMENT, the dates, scale, scope, and organization of manpower required to complete the activities described in approved Task Agreements. Examples may include – “eight (8) person crew,” or “Individual Placement.”
- 4. Collaborate with the DEPARTMENT in determining service assignments and formulating position descriptions for youth and young adult participants.
- 5. Prescreen and only approve, for submission and final approval by the DEPARTMENT, applicants for individual placement who have been evaluated and are qualified and determined suitable for the particular individual placement being considered.
- 6. Prescreen and only approve applicants for crew based assignments that are suitable and eligible for the particular service project being considered.
- 7. Assign a program coordinator to monitor and evaluate each individual placement’s performance. Provide a crew leader(s) and program supervisor for crew based assignments.
- 8. Communicate and consult with the DEPARTMENT as needed to facilitate the successful operation of approved Task Agreements.

9. Inform all participants that they are subject to the rules, policies, and procedures of the DEPARTMENT and employee standards of conduct of the State of Idaho.
10. Respond within five (5) business days to any personnel issues concerning the performance of participants.
11. Provide all payroll and accounting services required for the ORGANIZATION'S participants and staff.
12. Ensure that all participants, at all times, conduct themselves with professional behavior, including but not limited to completing an appropriate quality and quantity of work, punctuality, attendance, positive attitude, appropriate dress, respect toward themselves and other participants.
13. Immediately report serious personnel, safety, or other problems regarding performance of approved Task Agreements to the DEPARTMENT'S Administrative Contact.
14. The ORGANIZATION shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the MOA and any Task Agreement whether such operations be by themselves or by anyone directly or indirectly employed by either of them.
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 - c) CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
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- f) The ORGANIZATION must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- g) State of Idaho as Additional Insured: The liability insurance coverage required for performance of this MOA and every Task Agreement shall include the state of Idaho, the Idaho Department of Parks and Recreation, the Idaho Park and Recreation Board, and their divisions, officers and employees as additional insured, but only with respect to the ORGANIZATION'S activities to be performed under this MOA and any Task Agreement.
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- i) Notice of Cancellation or Change: The ORGANIZATION shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the DEPARTMENT.
- j) The ORGANIZATION shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the state of Idaho, the Idaho Department of Parks and Recreation, the Idaho Park and Recreation Board, and their divisions, officers and employees.
- k) Acceptable Insurers and Deductibles: Insurance coverage required under this MOA shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The ORGANIZATION shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the state of Idaho on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability
- l) Waiver of Subrogation: All policies shall contain waivers of subrogation. The ORGANIZATION waives all rights against the state of Idaho the Idaho Department of Parks and Recreation, the Idaho Park and Recreation Board, and their divisions, officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the State.
- m) If any of the liability insurance required for this MOA is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this MOA for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this MOA, or twenty-four-months "prior acts" coverage is provided. The ORGANIZATION will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.
- n) By requiring insurance herein, the DEPARTMENT does not represent that coverage and limits will necessarily be adequate to protect the contractor, and such coverage and limits shall not be deemed as a limitation on the contractor's liability under the indemnities granted to the DEPARTMENT.

15. The ORGANIZATION shall indemnify, defend and save harmless the State, the DEPARTMENT, the Idaho Park and Recreation Board, and their officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever caused by or arising out of the ORGANIZATION's negligent or wrongful performance, acts or omissions under this MOA or any Task Agreement, or the ORGANIZATION's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

4. DEPARTMENT RESPONSIBILITIES.

The DEPARTMENT does agree to abide by the terms of this MOA and the terms of each approved Task Agreement.

Upon the parties' agreement of scope of work for each project, the DEPARTMENT will initiate, review and approve, if appropriate, a Task Agreement. A Task Agreement must be completed and submitted to the ORGANIZATION's Program Contact at least five (5) business days prior to the commencement of work under that Task Agreement. For each approved Task Agreement, the DEPARTMENT will do the following:

1. Assume joint responsibility for coordination of crew based project work.
2. Assume primary responsibility for the supervision of individual placements at the work site.
3. Accept crew and qualified individual placements without discrimination based on race, color, gender, sexual orientation, national origin, religion, age, or disability.
4. Collaborate with the ORGANIZATION to develop individual placement and crew based position descriptions that outline major duties and responsibilities for participants, for incorporation into the Task Agreement. The DEPARTMENT reserves the right to modify the planned tasks during the execution of the Task Agreement, as may be determined in the DEPARTMENT's sole discretion to be required by changes in circumstances.
5. Orientate all participants to the DEPARTMENT's mission, policies, and procedures related to their service.
6. Take all reasonable and necessary precautions to provide safety for participants including notification concerning any dangerous conditions or hazards to which he/she may become exposed; provided, that such measures shall not be construed to relieve the ORGANIZATION of its obligation to ensure a safe work environment for program participants.
7. Conduct appraisals of crew performance and individual placements. Complete all related forms and share progress reports with the DEPARTMENT's and the ORGANIZATION's representatives.
8. Should the DEPARTMENT become dissatisfied with the performance of a crew or an individual placement, it reserves the right to require intervention or removal by the ORGANIZATION. This should occur only after the DEPARTMENT's and the ORGANIZATION's Program Contacts have been notified and a mutually satisfactory resolution cannot be obtained.

5. LIMITATIONS; DISPUTE RESOLUTION.

1. No work shall be completed, and no bill shall be submitted to the DEPARTMENT for payment, except pursuant to a Task Agreement executed by both parties.

2. The Program Contacts identified herein will make good faith efforts to resolve, informally, any disputes relating to either party's performance of the terms of this MOA. In the event the Program Contacts are unable to resolve a dispute, the issue may be elevated to the director of the DEPARTMENT and officers of the ORGANIZATION for resolution.

6. OFFICIALS, AGENTS, AND EMPLOYEES OF THE DEPARTMENT NOT PERSONALLY LIABLE.

It is agreed by and between the parties that in no event will any official, officer, employee, or agent of the DEPARTMENT or the state of Idaho be in any way personally liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation, or warranty made in or in connection with this MOA.

7. SUFFICIENT APPROPRIATION.

It is understood and agreed that this MOA shall in no way be construed so as to bind or obligate the DEPARTMENT beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The DEPARTMENT reserves the right to terminate this MOA if, in its sole judgment, the legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds to carry out the terms of this MOA or if the executive branch of the state of Idaho mandates any cuts or holdbacks that will prevent performance of the terms set forth herein. The DEPARTMENT shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after written notice to the ORGANIZATION of termination due to insufficient appropriation. Further, in the event of insufficient appropriation, the DEPARTMENT shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

8. PROGRAM CONTACTS.

1. The program contact for the DEPARTMENT shall be:

Name: Tom Helmer, Non-Motorized Trails Program Manager
Address: 5657 Warm Springs Ave
Address: Boise, Idaho 83716
Phone: 208-514-2450
Fax: 208-334-5232
Email: troy.elmore@idpr.idaho.gov

2. The Program Contact for the ORGANIZATION shall be:

Name: Lisa O'Flaherty
Address: 6051 W. Corporal Ln,
Address: Boise, ID 83704
Phone: 208- 488-2190
Email: lisao@idahocc.org

3. Each party may identify a new Program Contact by providing written notice to the other party.

9. ENTIRE AGREEMENT.

This MOA sets forth the entire agreement between the parties related to the subject matter of the MOA. No amendment or modification of this MOA shall be effective unless set forth in writing. In the event any term of an approved Task Agreement is found to be inconsistent with this MOA, this MOA will control.

10. MISCELLANEOUS TERMS AND CONDITIONS.

1. This MOA and subsequent individual Task Agreement must be completed and fully signed before any participants may begin their service.
2. Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees in the execution of this MOA to the full extent required by law.
3. This MOA shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this MOA.
4. The ORGANIZATION's status under this MOA shall be that of an independent contractor and not that of an agent or employee of the State of Idaho or the DEPARTMENT.
5. The ORGANIZATION shall be responsible for paying all employment-related taxes and benefits for all program participants, including but not limited to federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. The ORGANIZATION shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the ORGANIZATION's failure to pay such taxes, fees or contributions.
6. Pursuant to Idaho Code §§ 74-101 *et seq.*, information or documents received from the ORGANIZATION may be open to public inspection and copying unless specifically exempt from disclosure. The ORGANIZATION shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The DEPARTMENT will not accept the marking of an entire document as exempt. In addition, the DEPARTMENT will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The ORGANIZATION shall indemnify and defend the DEPARTMENT against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring any designation by the ORGANIZATION, or for the ORGANIZATION'S failure to designate individual documents as exempt. The ORGANIZATION'S failure to designate as exempt any document or portion of a document that is released by the DEPARTMENT shall constitute a complete waiver of any and all claims for damages caused by any such release.
7. This MOA may be revised as necessary, by mutual consent of both parties by issuing a formal written amendment, signed and dated by their authorized representatives.
8. It is specifically understood and agreed that the participants authorized by this MOA are not employees of the DEPARTMENT. They are also not substitutes taking the place of regular full or part time employees of the DEPARTMENT.
9. This MOA will remain in effect for five (5) years from the signature date below and will have one (1) five (5) year renewal option that must be accepted by the parties in writing.
10. Either party may terminate this MOA by providing at least ninety (90) days written notice to the other party.
11. The ORGANIZATION will bill the DEPARTMENT on a monthly basis, pursuant to approved Task Agreements.

12. All tools, equipment, and facilities furnished by the DEPARTMENT will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. The ORGANIZATION will replace any lost or damaged tools or equipment, at its own expense.
13. The ORGANIZATION is not an agent or representative of the DEPARTMENT, nor will the ORGANIZATION represent its self as such to third parties. DEPARTMENT employees are not agents of the ORGANIZATION and will not act on behalf of the ORGANIZATION.
14. This MOA in no way restricts the ORGANIZATION or DEPARTMENT from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
15. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this MOA shall survive and be enforceable after the expiration or termination of this MOA. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this MOA, shall survive expiration or termination of this MOA.
16. If any provision of this MOA or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this MOA shall be valid and be enforced to the fullest extent permitted by law.
17. The captions, headings, article numbers and paragraph numbers appearing in this MOA are provided only as a matter of convenience and in no way shall be construed as defining, affecting or limiting the scope or intent of the provision of this MOA.

11. APPROVALS.

IN WITNESS WHEREOF, the parties hereto, by their respective officers, duly authorized, have executed this MOA as of the day and year last written, below.

<u>IDAHO DEPT. OF PARKS & RECREATION</u>	<u>NORTHWEST YOUTH CORPS</u>
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

Student Conservation Association

**MEMORANDUM OF AGREEMENT
BETWEEN
THE IDAHO DEPARTMENT OF PARKS AND RECREATION
AND
STUDENT CONSERVATION ASSOCIATION
21-002-OPS-MOA-2026**

This MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into on the date last signed, below, by and between the Idaho Department of Parks and Recreation, whose address is 5657 Warm Springs Ave, Boise Idaho, 83716 (“DEPARTMENT”), and the Student Conservation Association, an Idaho registered Non-Profit Corporation, duly organized under the laws of the State of Idaho, whose address is 1029 Salmon River Road, North Fork ID, 83466 (“ORGANIZATION”). The DEPARTMENT and the ORGANIZATION are collectively referred to herein as the “parties” and individually as a “party”.

1. RECITALS.

Whereas, it is the stated mission of the DEPARTMENT to “improve the quality of life in Idaho through outdoor recreation and resource stewardship.”

Whereas, the stated purpose of the ORGANIZATION is to build the next generation of conservation leaders and inspire lifelong stewardship of the environment and communities by engaging young people in hands-on service to the land.

Whereas, the parties intend to facilitate and document their arrangement by which the DEPARTMENT and the ORGANIZATION shall work together to provide limited-duration work and job training opportunities for individuals between the ages of 16 and 25.

Whereas, the parties intend to assist the development of program participants by providing: valuable work experience, life skills, education, and training; the opportunity to develop citizenship values and skills through community service; an introduction to natural resources conservation work and the outdoor life; and assistance to conserve and develop the natural resources and land under the care and management of the DEPARTMENT.

Now, therefore, in consideration of the mutual covenants and promises set forth herein, it is agreed by and between the parties hereto, as follows:

The above-stated Recitals are intended to be contractual in nature and not mere recitals.

2. AUTHORITY; PURPOSE OF PROJECTS.

1. The DEPARTMENT’S legal authority to enter into this MOA includes Idaho Code § 67-4219, which authorizes it to enter into agreements with nonprofit organizations to "further expand the public park and recreation opportunities available to the public."
2. Idaho Code § 67-4223 authorizes the Idaho Park and Recreation Board to make expenditures for the care, control, supervision, improvement, and maintenance of all lands under the control of the DEPARTMENT.
3. The parties will collaborate to identify various recreation and natural resource management projects, giving preference to projects that meet the following criteria:
 - a) Provide long-term benefits to the public;

- b) Instill in program participants a work ethic and a sense of public service;
 - c) Can be planned and safely initiated promptly; and
 - d) Provide program participants with academic, experiential, or educational opportunities.
4. Each and every project shall be of a nature that will further the protection, operation, and maintenance of DEPARTMENT resources and facilities, and assist in training, developing, and educating program participants in the principles and practices of recreation, resource management, and conservation.

3. ORGANIZATION RESPONSIBILITIES.

The ORGANIZATION does agree to abide by the terms of this MOA and the terms of each approved Task Agreement, the template for which incorporated into this MOA, by reference, as Exhibit A. The ORGANIZATION also agrees that it will do the following:

1. Submit to the DEPARTMENT, by May 1st of each year during the duration of this MOA, a complete and correct Financial Statement that establishes a fixed amount for each budget line item referenced in Section 4 Financial Plan of Exhibit A, and describes the calculation method(s) utilized.
2. Collaborate with the designated contact for the DEPARTMENT to complete and submit Task Agreements for individual placements or crew based requests for approval by the DEPARTMENT.
 - a) Only Task Agreements approved in writing by the DEPARTMENT will be used and completed by the ORGANIZATION.
 - b) Each Task Agreement must designate an Administrative Contact for each party. The designated Administrative Contact will be responsible for administering each such Task Agreement.
3. Determine, in consultation with the DEPARTMENT, the dates, scale, scope, and organization of manpower required to complete the activities described in approved Task Agreements. Examples may include – “eight (8) person crew,” or “Individual Placement.”
4. Collaborate with the DEPARTMENT in determining service assignments and formulating position descriptions for youth and young adult participants.
5. Prescreen and only approve, for submission and final approval by the DEPARTMENT, applicants for individual placement who have been evaluated and are qualified and determined suitable for the particular individual placement being considered.
6. Prescreen and only approve applicants for crew based assignments that are suitable and eligible for the particular service project being considered.
7. Assign a program coordinator to monitor and evaluate each individual placement’s performance. Provide a crew leader(s) and program supervisor for crew based assignments.
8. Communicate and consult with the DEPARTMENT as needed to facilitate the successful operation of approved Task Agreements.
9. Inform all participants that they are subject to the rules, policies, and procedures of the DEPARTMENT and employee standards of conduct of the State of Idaho.

10. Respond within five (5) business days to any personnel issues concerning the performance of participants.
11. Provide all payroll and accounting services required for the ORGANIZATION'S participants and staff.
12. Ensure that all participants, at all times, conduct themselves with professional behavior, including but not limited to completing an appropriate quality and quantity of work, punctuality, attendance, positive attitude, appropriate dress, respect toward themselves and other participants.
13. Immediately report serious personnel, safety, or other problems regarding performance of approved Task Agreements to the DEPARTMENT'S Administrative Contact.
14. The ORGANIZATION shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the MOA and any Task Agreement whether such operations be by themselves or by anyone directly or indirectly employed by either of them.
 - a) The ORGANIZATION shall not begin work under this MOA until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the DEPARTMENT. All insurance policies and certificates must be signed copies. After work begins, the ORGANIZATION will keep in force all required insurance through the duration of this MOA and any Task Agreement.
 - b) Commercial General and Umbrella Liability Insurance: The ORGANIZATION shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.
 - c) CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - d) Commercial Automobile and Commercial Umbrella Liability Insurance: The ORGANIZATION shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - e) Workers Compensation Insurance and Employer's Liability: The ORGANIZATION shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.
 - f) The ORGANIZATION must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers

compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

- g) State of Idaho as Additional Insured: The liability insurance coverage required for performance of this MOA and every Task Agreement shall include the state of Idaho, the Idaho Department of Parks and Recreation, the Idaho Park and Recreation Board, and their divisions, officers and employees as additional insured, but only with respect to the ORGANIZATION'S activities to be performed under this MOA and any Task Agreement.
 - h) The ORGANIZATION must provide proof of additional insureds by providing endorsements to the liability insurance policies showing the state of Idaho, the Idaho Department of Parks and Recreation, the Idaho Park and Recreation Board, and their divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.
 - i) Notice of Cancellation or Change: The ORGANIZATION shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the DEPARTMENT.
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employees from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever caused by or arising out of the ORGANIZATION's negligent or wrongful performance, acts or omissions under this MOA or any Task Agreement, or the ORGANIZATION's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

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5. Orientate all participants to the DEPARTMENT's mission, policies, and procedures related to their service.
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7. Conduct appraisals of crew performance and individual placements. Complete all related forms and share progress reports with the DEPARTMENT's and the ORGANIZATION's representatives.
8. Should the DEPARTMENT become dissatisfied with the performance of a crew or an individual placement, it reserves the right to require intervention or removal by the ORGANIZATION. This should occur only after the DEPARTMENT's and the ORGANIZATION's Program Contacts have been notified and a mutually satisfactory resolution cannot be obtained.

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Name: Tom Helmer, Non-Motorized Trails Program Manager
Address: 5657 Warm Springs Ave
Address: Boise, Idaho 83716
Phone: 208-514-2450
Fax: 208-334-5232
Email: troy.elmore@idpr.idaho.gov

2. The Program Contact for the ORGANIZATION shall be:

Name: Tim Carroll
Address: 1029 Salmon River Road
Address: North Fork ID, 83466
Phone: 208-993-3003
Email: tc Carroll@thesca.org

3. Each party may identify a new Program Contact by providing written notice to the other party.

9. ENTIRE AGREEMENT.

This MOA sets forth the entire agreement between the parties related to the subject matter of the MOA. No amendment or modification of this MOA shall be effective unless set forth in writing.

In the event any term of an approved Task Agreement is found to be inconsistent with this MOA, this MOA will control.

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4. The ORGANIZATION's status under this MOA shall be that of an independent contractor and not that of an agent or employee of the State of Idaho or the DEPARTMENT.
5. The ORGANIZATION shall be responsible for paying all employment-related taxes and benefits for all program participants, including but not limited to federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. The ORGANIZATION shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the ORGANIZATION's failure to pay such taxes, fees or contributions.
6. Pursuant to Idaho Code §§ 74-101 *et seq.*, information or documents received from the ORGANIZATION may be open to public inspection and copying unless specifically exempt from disclosure. The ORGANIZATION shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The DEPARTMENT will not accept the marking of an entire document as exempt. In addition, the DEPARTMENT will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The ORGANIZATION shall indemnify and defend the DEPARTMENT against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring any designation by the ORGANIZATION, or for the ORGANIZATION'S failure to designate individual documents as exempt. The ORGANIZATION'S failure to designate as exempt any document or portion of a document that is released by the DEPARTMENT shall constitute a complete waiver of any and all claims for damages caused by any such release.
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13. The ORGANIZATION is not an agent or representative of the DEPARTMENT, nor will the ORGANIZATION represent its self as such to third parties. DEPARTMENT employees are not agents of the ORGANIZATION and will not act on behalf of the ORGANIZATION.
14. This MOA in no way restricts the ORGANIZATION or DEPARTMENT from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
15. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this MOA shall survive and be enforceable after the expiration or termination of this MOA. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this MOA, shall survive expiration or termination of this MOA.
16. If any provision of this MOA or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this MOA shall be valid and be enforced to the fullest extent permitted by law.
17. The captions, headings, article numbers and paragraph numbers appearing in this MOA are provided only as a matter of convenience and in no way shall be construed as defining, affecting or limiting the scope or intent of the provision of this MOA.

11. APPROVALS.

IN WITNESS WHEREOF, the parties hereto, by their respective officers, duly authorized, have executed this MOA as of the day and year last written, below.

<u>IDAHO DEPT. OF PARKS & RECREATION</u>	<u>STUDENT CONSERVATION ASSOCIATION</u>
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____